

V.

DEFENDANT.

MARCH 11, 2019

Pursuant to Practice Book § 10-46, *et seq.*, the Defendant, Sacred Heart University, Incorporated (“Sacred Heart”), submits this Answer and Special Defenses in response to the Plaintiff’s Revised Complaint filed on February 7, 2019.

1. The allegations in Paragraph 1 are admitted.
2. Sacred Heart lacks information with which to respond to the allegations in Paragraph 2 and therefore leaves the Plaintiff to her proof.
3. Sacred Heart lacks information with which to respond to the allegations in Paragraph 3 and therefore leaves the Plaintiff to her proof.
4. Sacred Heart lacks information with which to respond to the allegations in Paragraph 4 and therefore leaves the Plaintiff to her proof.
5. Sacred Heart lacks information with which to respond to the allegations in Paragraph 5 and therefore leaves the Plaintiff to her proof.

6. Sacred Heart lacks information with which to respond to the allegations in Paragraph 6 and therefore leaves the Plaintiff to her proof.
7. Sacred Heart lacks information with which to respond to the allegations in Paragraph 7 and therefore leaves the Plaintiff to her proof.
8. Sacred Heart lacks information with which to respond to the allegations in Paragraph 8 and therefore leaves the Plaintiff to her proof.
9. Sacred Heart lacks information with which to respond to the allegations in Paragraph 9 and therefore leaves the Plaintiff to her proof.
10. Sacred Heart lacks information with which to respond to the allegations in Paragraph 10 and therefore leaves the Plaintiff to her proof.
11. Sacred Heart lacks information with which to respond to the allegations in Paragraph 11 and therefore leaves the Plaintiff to her proof.
12. Sacred Heart lacks information with which to respond to the allegations in Paragraph 12 and therefore leaves the Plaintiff to her proof.
13. The allegations in Paragraph 13 are admitted.
14. The allegations in Paragraph 14 are denied.
15. The allegations in Paragraph 15 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
16. The allegations in Paragraph 16 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
17. The allegations in Paragraph 17 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.

18. The allegations in Paragraph 18 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
19. The allegations in Paragraph 19 are denied.
20. The allegations in Paragraph 20 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
21. The allegations in Paragraph 21 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
22. The allegations in Paragraph 22 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
23. The allegations in Paragraph 23 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
24. The allegations in Paragraph 24 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
25. The allegations in Paragraph 25 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
26. The allegations in Paragraph 26 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
27. The allegations in Paragraph 27 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
28. The allegations in Paragraph 28 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
29. The allegations in Paragraph 29 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.

30. The allegations in Paragraph 30 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
31. The allegations in Paragraph 31 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
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39. The allegations in Paragraph 39 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
40. The allegations in Paragraph 40 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.

41. The allegations in Paragraph 41 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
42. The allegations in Paragraph 42 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
43. The allegations in Paragraph 43 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
44. The allegations in Paragraph 44 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
45. The allegations in Paragraph 45 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
46. The allegations in Paragraph 46 are denied.
47. Sacred Heart admits that Paragraph 47 quotes to a document but denies that the document in question is a promotional material.
48. Sacred Heart admits in Paragraph 48 that it formally recognizes certain fraternities and sororities but denies that it exercises oversight over them by doing so.
49. Sacred Heart admits in Paragraph 49 that it has an Office of Greek Life and that it requires chapters to submit new member plans but denies that these measures constitute the exercise of oversight over the Greek community.
50. Sacred Heart admits in Paragraph 50 that it enforces an anti-hazing policy but denies that this measure constitutes the exercise of oversight over the Greek community.
51. Sacred Heart admits in Paragraph 51 that it enforces an approval process for Greek events involving alcohol and that it has certain rules for such events but denies the allegation

that it has “a host of rules” for such events and that these measures constitute the exercise of oversight over the Greek community.

52. The allegations in Paragraph 52 are admitted.

53. The allegations in Paragraph 53 are denied.

54. The allegations in Paragraph 54 are denied.

55. The allegations in Paragraph 55 are denied.

56. The allegations in Paragraph 56 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.

57. The allegations in Paragraph 57 are denied.

58. The allegations in Paragraph 58 are denied.

59. The allegations in Paragraph 59 are denied.

60. The allegations in Paragraph 60 are denied.

61. The allegations in Paragraph 61 are denied.

62. The allegations in Paragraph 62 are denied.

63. The allegations in Paragraph 63 are denied.

64. The allegations in Paragraph 64 are denied.

65. The allegations in Paragraph 65 are denied.

66. The allegations in Paragraph 66 are denied.

67. Sacred Heart admits that it did not instruct student participants that “chipmunking” is extremely dangerous, but Sacred Heart denies any suggestion that it should have done so.

68. The allegations in Paragraph 68 are denied.

69. Sacred Heart lacks information with which to respond to the allegations in Paragraph 69 and therefore leaves the Plaintiff to her proof.

70. Sacred Heart lacks information with which to respond to the allegations in Paragraph 70 and therefore leaves the Plaintiff to her proof.
71. Sacred Heart lacks information with which to respond to the allegations in Paragraph 71 and therefore leaves the Plaintiff to her proof.
72. The allegations in Paragraph 72 are admitted.
73. Sacred Heart lacks information with which to respond to the allegations in Paragraph 73 and therefore leaves the Plaintiff to her proof.
74. The allegations in Paragraph 74 are admitted.
75. The allegations in Paragraph 75 are admitted.
76. Sacred Heart admits in Paragraph 76 that certain officers arrived shortly after the dispatch and provided medical attention to Caitlin Nelson.
77. The allegations in Paragraph 77 state legal conclusions and/or opinions and call for no response, and therefore Sacred Heart leaves the Plaintiff to her proof.
78. Sacred Heart lacks information with which to respond to the allegations in Paragraph 78 and therefore leaves the Plaintiff to her proof.
79. Sacred Heart lacks information with which to respond to the allegations in Paragraph 79 and therefore leaves the Plaintiff to her proof.
80. Sacred Heart lacks information with which to respond to the allegations in Paragraph 80 and therefore leaves the Plaintiff to her proof.
81. Sacred Heart lacks information with which to respond to the allegations in Paragraph 81 and therefore leaves the Plaintiff to her proof.
82. Sacred Heart lacks information with which to respond to the allegations in Paragraph 82 and therefore leaves the Plaintiff to her proof.

83. Sacred Heart admits that Caitlin Nelson was transported to St. Vincent's Hospital, but lacks information with which to respond to the remaining allegations in Paragraph 83, and therefore leaves Plaintiff to her proof with respect to those allegations.

84. The allegations in Paragraph 84 are admitted.

85. Sacred Heart admits that Caitlin Nelson passed away, but lacks information with which to respond to the other allegations in Paragraph 85 and therefore leaves the Plaintiff to her proof with respect to those allegations.

#### **AS TO COUNT ONE (WRONGFUL DEATH)**

1-85. Sacred Heart incorporates and realleges, as if fully set forth herein, its Answers to Paragraphs 1-85 of Plaintiff's Revised Complaint.

86. The allegations in Paragraph 86 are denied.

87. The allegations in Paragraph 87 are denied.

88. The allegations in Paragraph 88 are denied.

89. The allegations in Paragraph 89 are denied.

90. The allegations in Paragraph 90 are denied.

91. The allegations in Paragraph 91 are denied.

92. The allegations in Paragraph 92 are denied.

93. The allegations in Paragraph 93 are denied.

94. The allegations in Paragraph 94 are denied.

95. Sacred Heart denies in Paragraph 95 that any injuries Caitlin Nelson suffered were the direct and proximate result of any of Sacred Heart's alleged actions or inactions and further denies that it was careless or negligent. Sacred Heart admits that Caitlin Nelson died and was unable to breathe, but lacks sufficient information with which to respond to



the other allegations in Paragraph 95 regarding her injuries and lacks sufficient information to respond to the allegation that Caitlin Nelson suffered pain and therefore leaves the Plaintiff to her proof with respect to those allegations.

96. Sacred Heart denies in Paragraph 96 that any injuries Caitlin Nelson suffered were the direct and proximate result of any of Sacred Heart's alleged actions or inactions and further denies that it was careless or negligent. Sacred Heart lacks sufficient information with which to respond to the other allegations in Paragraph 96 and therefore leaves the Plaintiff to her proof with respect to those allegations.

97. Sacred Heart denies in Paragraph 97 that any injuries Caitlin Nelson suffered were the direct and proximate result of any of Sacred Heart's alleged actions or inactions and further denies that it was careless or negligent. Sacred Heart lacks sufficient information with which to respond to the other allegations in Paragraph 97 and therefore leaves the Plaintiff to her proof with respect to those allegations.

98. Sacred Heart denies in Paragraph 98 that any injuries Caitlin Nelson suffered were the direct and proximate result of any of Sacred Heart's alleged actions or inactions and further denies that it was careless or negligent. Sacred Heart lacks sufficient information with which to respond to the other allegations in Paragraph 98 and therefore leaves the Plaintiff to her proof with respect to those allegations.

99. Sacred Heart denies in Paragraph 99 that any injuries Caitlin Nelson suffered were the direct and proximate result of any of Sacred Heart's alleged actions or inactions and further denies that it was careless or negligent. Sacred Heart lacks sufficient information with which to respond to the other allegations in Paragraph 99 and therefore leaves the Plaintiff to her proof with respect to those allegations.

## **GENERAL DENIAL**

Sacred Heart denies each and every allegation in the Revised Complaint not specifically addressed herein.

## **SPECIAL DEFENSES**

### **FIRST DEFENSE**

The Revised Complaint fails to state a claim upon which relief may be granted.

### **SECOND DEFENSE**

If Caitlin Nelson sustained injuries or damages as claimed in the Revised Complaint, which the Defendant denies, those injuries and damages were caused in whole or in part by Caitlin Nelson's own carelessness and negligence in that she:

- a. failed to investigate and/or research the purported risks of eating contests and/or eating contests involving pancakes;
- b. failed to educate herself on purported safe eating contest techniques and purportedly unsafe techniques, including "chipmunking;"
- c. failed to exercise reasonable caution before and during the eating contest;
- d. failed to maintain proper and appropriate use of her senses; and
- e. failed to exercise proper judgment before and during the eating contest.

Therefore, Sacred Heart is not liable for that portion of loss attributable to Caitlin Nelson's negligence in accordance with the provisions of Connecticut General Statutes § 52-572h.

### **THIRD DEFENSE**

Sacred Heart is not liable for damages alleged in the Revised Complaint because Plaintiff failed to mitigate or reduce her damages.

#### **FOURTH DEFENSE**

Sacred Heart is entitled to any and all setoffs allowable under Connecticut General Statutes Section § 52-225a for the reduction of economic damages for collateral source payments provided to the Plaintiff.

#### **FIFTH DEFENSE**

Caitlin Nelson's injuries were caused by the unforeseeable negligence of one or more third parties.

DEFENDANT,  
SACRED HEART UNIVERSITY,  
INCORPORATED

By James M. Sconzo

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**CERTIFICATION**

This is to certify that on this 11th day of March 2019, a copy of the foregoing was sent via first class mail, postage prepaid to:

Alinor C. Sterling, Esq.  
Koskoff, Koskoff & Bieder, P.C.  
350 Fairfield Avenue  
Bridgeport, CT 06604

/s/ James M. Sconzo  
James M. Sconzo